

Exhibit A

Certification of Compliance with Fee Guidelines

REED SMITH LLP
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Ann V. Kramer

Special Insurance Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., et al.,

Debtors.¹

Chapter 11

Case No. 19-23649 (SHL)

(Jointly Administered)

**CERTIFICATION OF ANN V. KRAMER IN SUPPORT OF
FIRST INTERIM APPLICATION OF REED SMITH LLP
FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES INCURRED AS SPECIAL INSURANCE COUNSEL TO THE DEBTORS
AND DEBTORS IN POSSESSION FOR THE PERIOD
FROM MARCH 1, 2022 THROUGH August 31, 2022**

I, Ann V. Kramer, hereby certify that:

1. I am a Partner at Reed Smith LLP (“**Reed Smith**”), which maintains offices in 17 U.S. cities and 14 international cities, including the office at 599 Lexington Avenue, New York, New York, 10022. I am familiar with the work performed on behalf of the above-captioned debtors and debtors in possession (“**Debtors**”) by Reed Smith.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

2. I have reviewed *the First Interim Application of Reed Smith LLP for Compensation for Services Rendered and Reimbursement of Expenses Incurred as Special Insurance Counsel to the Debtors and Debtors in Possession for the Period from March 1, 2022 through August 31, 2022* (the “**Application**”) to certify to certain matters addressed in the (i) *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* entered on November 21, 2019 [ECF No. 529] (the “**Interim Compensation Order**”), (ii) Rule 2016-1 of the Local Rules of Bankruptcy Procedure, incorporating the *Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York Bankruptcy Cases* [General Order M-447] (the “**Local Guidelines**”), and (iii) the United States Trustee’s Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 for Attorneys in Larger Chapter 11 Cases effective as of November 1, 2013 (the “**U.S. Trustee Guidelines**,” and together with Local Guidelines, the “**Fee Guidelines**”).² The Application covers the period March 1, 2022 through August 31, 2022 (the “**Fee Period**”).

3. To the best of my knowledge, information and belief, the statements contained in the foregoing Application are true and accurate in all material respects and comply with the Fee Guidelines in material part. Reed Smith responds to the questions identified in the U.S. Trustee Guidelines as follows:

Question 1: Did you agree to any variations from, or alternatives to, your standard or customary billing rates, fees, or terms for services pertaining to this engagement that were provided during the application period? If so, please explain.

Response: Yes, Reed Smith has provided the Debtors with a tiered discount that increases upon reaching an agreed threshold level for fees billed during the calendar year. For calendar year 2022, the following discounts apply upon reaching the following thresholds based on gross fees billed:

Tier 1 – 13.0% \$0 to \$1,125,000

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Interim Compensation Order.

Tier 2 – 18.0%	\$1,125,000 - \$2,300,000
Tier 3 – 20.0%	above \$2,300,000

Reed Smith and the Debtors have agreed similar tiered discounting arrangements during the course of Reed Smith's engagement by the Debtors during these chapter 11 cases.

Question 2: If the fees sought in the Application as compared to the fees budgeted for the time period covered by the Application are higher by 10% or more, did you discuss the reasons for the variation with the client?

Response: Reed Smith did not prepare a budget or staffing plan for the Fee Period. However, Reed Smith is engaged in ongoing discussions with the Debtors regarding budgeting and staffing issues, and the Debtors have reviewed and approved Reed Smith's invoices for the Fee Period.

Question 3: Have any of the professionals included in the Application varied their hourly rate based on geographic location of the bankruptcy case?

Response: No.

Question 4: Does the Application include time or fees related to reviewing or revising time records or preparing, reviewing, or revising invoices?

Response: The Application includes time and fees related to reviewing or revising time records or preparing, reviewing, or revising invoices in connection with the preparation of Reed Smith's monthly fee statements relating to the Fee Period covered by the Application. Reed Smith is seeking compensation for approximately 16.8 hours and \$9,334.10 in fees related to reviewing and revising time records with respect to both the preparation of such fee applications, and reviewing time records for redactions as queried in question 5.

Question 5: Does the Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees.

Response: The Application includes time and fees related to reviewing time records to redact any privileged or other confidential information. Such charges are included in the time charges set forth in the response to question 4 and are not separately calculated.

Question 6: Did the Application include any rate increases since retention in these cases?

Response: No.

Question 7: Did the client agree when retaining Reed Smith to accept all future rate increases? If not, did Reed Smith inform the client that they need not agree to modified rates or terms in order to have you continue the representation, consistent with ABA Formal Ethics Opinion 11-458?

Answer: The client was informed regarding Reed Smith's rates and future rate increases as part of its approval of Reed Smith's retention application.

Dated: October 17, 2022
New York, New York

/s/ Ann V. Kramer

Ann V. Kramer
Reed Smith LLP